INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED ($300.00) .....DOLLARS of which TWENTY FIVE ($25.00).....DOLLARS has been paid in cash by WALTER DAVID WINTERS .....THE...; receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED AND SEVENTY FIVE ($275.00).....DOLLARS, the said WALTER DAVID WINTERS HAS EXECUTED HIS TWENTY -SEVEN (27) PROMISSORY NOTES OF TEN ($10.00) DOLLARS EACH, AND ONE (1) NOTE OF FIVE ($5.00) DOLLARS PAYABLE MONTHLY WITH INTEREST AT 6% ; THE FIRST NOTE PAYABLE ON THE 15TH OF JANUARY 1932.

all of said notes bearing six per cent interest from date, and providing for payments of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed I, I, H. COBB

have this day bargained and sold, and do hereby transfer and convey, unto the said WALTER DAVID WINTERS, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: COMMENCING AT THE SOUTH WEST CORNER OF JONES LOT AND EXTENDING WEST ON THOMAS ST. ONE HUNDRED (100) FEET TO HELEN E. HEADS LOT, THENCE NORTH BETWEEN PARALLEL LINES ONE HUNDRED AND EIGHTY (180) FEET TO A DEAD LINE. SAID LOT LYING ONE HUNDRED AND EIGHTY (180) FEET SOUTH OF ELVIRA AVE., BEING THE SOUTH PART OF LOT NO. TEN (10) OF WALLER'S ADDITION AS OF RECORD IN BOOK 547, PAGE 6, R.O.D.C. TENNESSEE.

I declare that I am the true and legal holder of the claim secured by the instrument within recorded, and hereby acknowledge the same to be satisfied in full. This ... day of ..., 1932.

Attest: ... DEPUTY REGISTER

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ON THIS 10TH DAY OF DEC. A. D. 1931 BEFORE ME HARRY H. THOMAS, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY OF SAN DIEGO STATE OF CALIFORNIA RESIDING THEREIN, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED I. H. COBB AND MARGARET COBB PERSONALLY KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND THEY DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN THE COUNTY OF SAN DIEGO, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(SEAL) HARRY H. THOMAS,
NOTARY PUBLIC IN AND FOR THE COUNTY OF SAN DIEGO STATE OF CALIFORNIA

MY COMMISSION EXPIRES JUNE 23, 1932

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WALTER DAVID WINTERS, ,HIS, heirs and assigns, forever, I DO covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF ,MY heirs and representatives, to warrant and forever defend the title to said real estate to said WALTER DAVID WINTERS , HIS heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ME in hand paid I , the said WALTER DAVID WINTERS

do hereby transfer and convey unto A. K. HEAD , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, , the said WALTER DAVID WINTERS , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ ---- until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

I further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if I , the said WALTER DAVID WINTERS , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said county to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

I agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any will be paid to WALTER DAVID WINTERS HIS, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by any instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to A.K. HEAD, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said I. H. COBB AND WIFE MARGARET L. COBB HAVE ~~XXX~~ CALIFORNIA , hereunto set our hands at SAN DIEGO , ~~XXXXXXX~~ this the 10TH day of DECEMBER , 193 1 .

I. H. COBB
MARGARET L. COBB
Walter David Winters

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, S.L. WRIGHT , a Notary Public in and for said County and State, the within named WALTER DAVID WINTERS the bargainor , with whom I am personally acquainted, and who acknowledged that --- executed the within instrument for the purposes therein contained.

And -- , wi of the said having appeared before me privately and apart from -- husband , the said --- ----- , acknowledged the execution of the said instrument to have been done by -- freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE , Tennessee, this 6TH day of JANUARY , 193 2

My commission expires on the ~~4~~ day of ~~NOV.~~ 4/11 , 1932 . (Seal) S.L. WRIGHT

~~RXXXXXXXXX~~ XXXXXX XXXX , Notary Public.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, J. B. MCLEES CLERK OF THE COUNTY OF SAN DIEGO AND ALSO CLERK OF THE SUPERIOR COURT FOR SAID COUNTY, BEING A COURT OF RECORD DO HEREBY CERTIFY THAT ~~MRS.~~ Mrs. HARRY H. THOMAS THE NOTARY PUBLIC BEFORE WHOM THE WITHIN ACKNOWLEDGEMENT WAS MADE, WAS AT THE TIME OF TAKING THE SAME AUTHORIZED BY THE LAWS OF THE STATE OF CALIFORNIA TO TAKE ACKNOWLEDGEMENTS AND PROOFS OF DEEDS OF CONVEYANCES FOR LANDS, TENEMENTS AND HEREDITAMENTS. AND FURTHER THAT I AM WELL ACQUAINTED WITH THE HANDWRITING OF SAID NOTARY PUBLIC AND VERILY BELIEVE THAT THE SIGNATURE TO SAID CERTIFICATE OF PROOF OF ACKNOWLEDGEMENT IS GENUINE.
IN TESTIMONY WHEREOF, I HAVE HE EUNTO SET MY HAND AND AFFIXED THE SEAL OF THE SAID COURT AND COUNTY THE 10 DAY OF DEC. 1931 (SEAL) J. B. MCLEES.
COUNTY CLERK AND EX-OFFICIO CLERK OF THE SUPERIOR COURT

REC'D JANUARY 11TH 1932 AT 12;40 P. M.

FOSTER & PARKER CO., NASHVILLE

(SEE OTHER ACKNOWLEDGEMENT ON OTHER SIDE)